

EXHIBIT B - STATEMENT OF WORK

Definitions

The following words and phrases listed below, as used in this RFQQ and the contracts to be awarded as a result of this procurement, shall each have the following definitions:

1. ADMINISTRATIVE POLICY 7.20

A DSHS Policy entitled, "Communication Access for Persons Who are Deaf, Deaf/Blind and Hard of Hearing". This policy establishes guidelines, based on federal & state laws and regulations, with which DSHS is expected to comply when interacting with clients, customers, and employees of DSHS.

2. APPOINTMENT

A period of time scheduled by a DSHS/state employee or contracted service/medical provider for a customer to appear at a predetermined location to receive interpreter services provided under this contract.

- Short-Term Appointment – an appointment of two or less consecutive working days on the same assignment.
- Long-Term Appointment – an appointment of three or more consecutive working days on the same assignment.
- Filled Appointment – contractor has assigned the interpreter(s) to the appointment and has confirmed this with the requester.
- Unfilled Appointment – contractor is unable to assign the interpreter(s) to the appointment and has notified the requester.
- Emergency Appointment – a legal, medical (non-Medicaid), Child Protective Services (CPS), or Adult Protective Service (APS) appointment that may be scheduled with one hour or less notice to the contractor. Emergency appointments may happen at any time during the day, night, or weekend.
- Recurring Appointment – a regularly scheduled appointment for the same client and provider (for example, dialysis, physical therapy, etc.).

3. AUTHORIZED REQUESTER (OR REQUESTER)

Any employee of a DSHS entity, State of Washington governmental entity, or contracted service/medical provider requesting the services of a sign language interpreter who is responsible for paying for such service. For Medicaid billing, only DSHS contracted medical providers are authorized requesters.

4. AUXILIARY AIDS

Any device or service needed to facilitate communication accessibility to spoken or aural language. Examples of auxiliary aids include qualified interpreters, assistive listening systems (e.g. loop, FM and infrared), televisions with captioning decoder, captioned videotapes, CDs and DVDs, open, closed, and real-time captioning, teletypewriters (TTYs), and other specialized telecommunication equipment, transcriptions, readers, taped text, Braille, and large print materials.

5. BUSINESS DAY

Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

6. CANCELLATION

An appointment cancelled by a requester, DSHS/state employee, customer, contracted service/medical provider, or interpreter.

7. CERTIFIED INTERPRETER

A sign language interpreter who has demonstrated, through performance and knowledge tests, their ability to meet the minimum standards to both expressively and receptively interpret effectively, accurately, and impartially. A certified interpreter has been awarded certification by the Registry of Interpreters for the Deaf (RID) and/or the National Association of the Deaf (NAD), is an active member of the organization(s) holding his/her certification, and has complied with his/her Certification Maintenance Program (CMP) requirements.

8. CLIENT

Any person applying, been determined eligible for, and/or receiving services from DSHS and/or State of Washington governmental entity.

9. CONTRACT PERFORMANCE MONITORING

Any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract.

10. CONTRACTOR

An individual, company, corporation, firm, or combination thereof, whose proposal has been selected by the Agency's evaluation process and has been awarded a formal written contract to provide and receive payment for sign language interpreter services.

11. CONTRACTOR SERVICE FEE

A fee paid directly to the contractor for services provided. This fee will be paid for each billable appointment, per requested interpreter in accordance with the guidelines established in this contract. The contractor service fee covers administrative requirements of this contract (scheduling, billing, reporting, etc.).

12. CUSTOMER

A deaf, hard of hearing, or deafblind client, citizen, or DSHS/state employee receiving functionally equivalent communication access through a sign language interpreter or transliterater. A client is any person applying, been determined eligible for, and/or receiving services from DSHS and/or State of Washington governmental entity. A citizen is a person who may or may not be a client. (E.g. citizens attending public meetings). DSHS or state employees need interpreter(s) for meetings, training, and conferences.

13. DEAF

A broad term that generally describes people who have a severe to profound hearing loss. Deaf individuals may communicate by American Sign Language (ASL), another form of signed language, lipreading, English (written or spoken), or any other method of communication. They may use a combination of sign language interpreters, hearing aids, assistive listening devices, and other specialized technology.

14. DEAF/BLIND

A broad term that generally describes people who have varying degrees/types of combined vision and hearing loss. The person can be either deaf or hard of hearing. Also, the person can have a visual range of limited sight (e.g. tunnel vision) to complete blindness. Many persons who are Deaf/Blind communicate by using tactile signing or close-up signing, depending on their vision loss.

15. DSHS LANGUAGE INTERPRETER AND TRANSLATOR CODE OF PROFESSIONAL CONDUCT

Performance standards established by DSHS to be met by interpreters when providing language services to DSHS programs, clients, customers, or DSHS/state employees.

16. EFFECTIVE COMMUNICATION

Expressive and receptive communication, with or without the use of auxiliary aids that provides the customer an equal opportunity to participate in or benefit from state programs, services or activities. This communication must be conveyed effectively, accurately, and impartially.

17. EMPLOYEE

A person hired to perform specific and as needed tasks based on DSHS, state employer, or contracted service/medical provider pre-established criteria, in return for financial or other compensation.

18. FAMILY MEMBER

Any person who is related to the client including but not limited to: a spouse, child, grandmother, grandfather, grandchild, mother, father, sister, brother, cousin, niece, nephew, aunt, uncle, step relations and/or in-laws.

19. HARD OF HEARING

A broad term that generally describes people who have functional hearing loss with some residual hearing, whether permanent or fluctuating, which adversely affect communication. These are people who may or may

not have sufficient residual hearing to process linguistic information auditorially. They may or may not use a combination of: sign language interpreters, hearing aids, assistive listening devices, and other specialized technology.

20. HEARING LOSS

A term that generally describes people with hearing loss, ranging from slight to profound, measured in decibels. It includes persons who are deaf, deafblind, or hard of hearing. A person with a hearing loss may or may not readily understand or communicate in spoken language with or without the use of auxiliary aids.

HEARING LOSS	DECIBELS
Normal Hearing	(-10 dB to 15 dB)
Slight Loss	(16 dB to 25 dB)
Mild Loss	(26 dB to 30 dB)
Moderate Loss	(31 dB to 50 dB)
Moderate/Severe	(51 dB to 70 dB)
Severe Loss	(71 dB to 90 dB)
Profound Loss	(91 dB or more)

21. HOURLY RATE

The rate that DSHS will reimburse contractors for sign language interpreting services rendered. This rate is to be paid directly to the sign language interpreter(s). The contractor will be compensated through the contractor service fee.

22. INTERPRETATION

The process of facilitating communication between individuals using spoken English or other spoken languages and those who use American Sign Language. Facilitating communication entails a demonstrated ability to expressively and receptively interpret between American Sign Language (ASL) and spoken English in both sign-to-voice and voice-to-sign.

23. INTERPRETER REFERRAL AGENCY

A nonprofit or for-profit organization that provides sign language interpreter services including billing, scheduling, assignment, and referral of staff and/or sub-contracted interpreters to appointments.

24. MILEAGE

Distance traveled on a portal-to-portal basis in a Privately Owned Vehicle (POV).

25. NATIONAL ASSOCIATION OF THE DEAF (NAD)

A national membership association that previously administered testing for certification of sign language interpreters. NAD testing was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing system. NAD certified interpreters are grandfathered into the NIC certification system.

26. NATIONAL INTERPRETING CERTIFICATION (NIC)

New interpreting certifications with three levels developed by the joint NAD-RID Task Force. Testing is administered by RID.

27. NO SHOW

The result of a client, customer, DSHS/state employee, contracted service/medical provider or interpreter not keeping an appointment during the time scheduled.

28. NON-CERTIFIED INTERPRETER

A person registered with the Department of Social and Health Services to provide sign language interpreter services, who has not obtained official sign language interpreter certification and is required to do so within five years of initial registration.

29. OFFICE OF THE DEAF AND HARD OF HEARING (ODHH)

A state agency within DSHS delegated the authority to procure and administer this contract. Sign language interpreters are required to register with ODHH for approval before performing interpreter services under this contract.

30. PORTAL TO PORTAL

The distance traveled by the interpreter from the "address of origin" to the "address of the appointment." It may include the distance traveled from the "address of the appointment" to the "address of destination." The addresses are further defined as follows:

- Address of origin – home, place of business, or previous appointment
- Address of appointment – place of business/facility of DSHS/state government entity or contracted service/medical provider
- Address of destination - home or place of business

31. PROGRAM

Any distinct service unit of the department usually designated as a division, office, or institution, which designs, schedules, administers, and/or plans the services.

32. PROVIDER NUMBER

A seven-digit identification number issued to contracted service/medical providers for the purpose of billing HRSA electronically for Medicaid appointments.

33. PERFORMING PROVIDER NUMBER

A seven digit number beginning with an "8" assigned to an interpreter providing sign language interpreter services at contracted medical provider appointments.

34. QUALIFIED DEAF INTERPRETER

Qualified Deaf Interpreter refers to deaf and/or hard of hearing interpreters who are capable of signing or relaying information signed in ASL by a certified or non-certified hearing interpreter in a way that is best understood by a deaf client.

35. QUALIFIED INTERPRETER

An interpreter who is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary. A qualified interpreter may be either certified or non-certified and is determined to be competent by the client, customer or the DSHS/state employee, and a requester with a DSHS/State of Washington governmental entity or contracted service/medical provider. Family members are not qualified interpreters.

36. REGISTRY OF INTERPRETERS FOR THE DEAF (RID)

A national membership association that administers testing for certification of sign language interpreters. RID testing for RID certification was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing. RID certified interpreters are grandfathered into the NIC certification system.

37. SUBCONTRACTOR

An individual, company, partnership, corporation, firm, or combination thereof with whom the Contractor develops sub-contracts for sign language interpreter services.

38. TRANSLITERATION

The process of facilitating communication between individuals using spoken English and those who use English-based sign language. Facilitating communication entails a demonstrated ability to expressively and receptively transliterate between English-based sign language and spoken English in both sign-to-voice and voice-to-sign.

GENERAL CONTRACT REQUIREMENTS

The contractor shall provide sign language interpreter services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, for any requesting DSHS or State DSHS 17-123A (REV. 05/2007)

of Washington governmental agency. This contract shall apply, in accordance with the DSHS inter-agency/inter-local agreements, Department of General Administration Washington State Purchasing Cooperative (WSPC), to other governmental entities, political subdivisions, nonprofits and organizations. Current members of the cooperative can be found at <http://www.ga.wa.gov/PCA/SPC.htm>.

The contractor shall further understand and agree that use of this contract by local or county governmental entities is discretionary on the part of that governmental entity and the State of Washington bears no financial responsibility for any payments due the contractor by such governmental entities.

Services described herein will be requested by authorized governmental personnel and contracted service/medical providers as needed, based on program/policy requirements and client, citizen, or DSHS/state employee communication needs and preferences.

The contractor shall provide interpreter services in the county(ies) indicated by the contractor on the Contractor Bidder Form. The contractor shall provide interpreter services at the site(s) indicated by the requester. If requested by an authorized requester, the contractor may provide interpreter services outside of an indicated county.

If the requester cannot obtain interpreter services through this contract, the contractor further understands that DSHS or State of Washington reserve the right to refer to ODHH guidelines when appropriate interpreter services cannot reasonably be obtained.

The contractor shall attend a mandatory orientation session provided by DSHS of no more than five hours on a date to be determined. The contractor shall not bill DSHS for attending orientation. An optional orientation session for sub-contracted sign language interpreters may be provided by DSHS.

The contractor shall understand that a web-based database system may be implemented during the life of this contract which will require the transition of a paper-based system to an electronic system of scheduling and arranging appointments with interpreter services. The contractor will participate fully with the transition, implementation and operational phases of the web-based database system at a later date.

Measures will be taken to evaluate customer satisfaction (through surveys, etc.). These surveys will help ODHH to monitor the services provided by contractors and interpreters.

INTERPRETER REQUIREMENTS

REGISTRATION

All interpreters are required to be registered and approved by ODHH before providing sign language interpreting services under this contract.

Contractors must submit the following documents and forms to ODHH on behalf of interpreters on their roster in order for those interpreters to be approved.

CERTIFIED INTERPRETERS

- Sign Language Interpreter Registration – DSHS 17-155
- Copy of RID membership card
- Background Authorization Form – DSHS 09-653
- Identification Verification Form – DSHS 02-573
- Copy of "Report of Outside Employment" form (if applicable) - DSHS 03-023

NON-CERTIFIED INTERPRETERS

- Sign Language Interpreter Registration – DSHS 17-155
- Copy of 3 reference letters (one from a deaf customer, one from a certified interpreter with no business or contractual relationship with the non-certified interpreter, and one from an agency/business that is not a DSHS customer)
- Background Authorization Form – DSHS 09-653

- Identification Verification Form – DSHS 02-573
- Copy of "Report of Outside Employment" form (if applicable) - DSHS 03-023

Any changes to the information provided on the registration form must be submitted within ten days to ODHH on a new registration form.

Interpreters must also renew their registration with ODHH on an annual basis regardless of the term of this or future contracts. Registration renewals must include:

- Sign Language Interpreter Registration Renewal – DSHS 17-155a
- Copy of RID membership card (if certified)
- Background Authorization Form – DSHS 09-653

Contractors/Interpreters must allow five to ten business days for ODHH to process registration and renewal documents and forms.

NON-CERTIFIED, QUALIFIED INTERPRETERS

With the exception of qualified deaf interpreters, interpreters who are NOT currently NAD and/or RID certified can work under this contract only through contracted interpreter referral agencies. Interpreters having RID status listed as "Certified: Inactive" are viewed as not currently providing interpreter services but are still a member of RID and pay dues. These interpreters are not required to maintain their CMP, yet they retain their RID certification status. For the purpose of this contract, those interpreters identified as "Certified: Inactive" are designated as **non-certified**.

Starting July 1, 2005, non-certified interpreters, including qualified deaf interpreters, must successfully become NIC certified and obtain active RID membership within the first five years from the date of their initial registration with ODHH to provide services to DSHS regardless of the term or cycle of this contract and future contracts. Non-certified interpreters who fail to achieve certification within five years of initial registration with ODHH will be removed from the contract until certification with active membership has been obtained.

BACKGROUND CHECK

Prior to performing services under this contract, all interpreters must obtain a DSHS criminal background check through the DSHS Background Check Central Unit.

The Contractor must ensure that no employee or subcontractor provides services to DSHS clients if the employee or subcontractor has a record of crimes, convictions or actions that are disqualifying under the DSHS Secretary's List of Disqualifying Crimes and Actions (located at: <http://www1.dshs.wa.gov/msa/bccu/BCCU-crimesList.htm>).

If the employee or subcontractor's DSHS background check results indicate that he/she has a record of:

- Convictions or actions that are NOT on the DSHS Secretary's list;
- Convictions or actions on the Secretary's list that require five or more years to pass from the date of conviction to application; or
- DSHS, Department of Health, or local authority findings of abuse, neglect, exploitation or abandonment of a dependent person,

the Contractor must maintain and make available to DSHS records and personnel files that include written justification to the applicant or employee's character, competence, and suitability for providing services to DSHS clients.

Any changes in criminal history after registration approval shall be reported within two working days to ODHH.

IDENTIFICATION VERIFICATION

To verify the identity of the interpreter, each interpreter must present, in person, a valid driver's license or ID card issued by a state or outlying possession of the United States, or by federal, state or local government agencies or entities (provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address), or a U.S. Passport to either:

- A DSHS-contracted Interpreter Referral Agency,
- A Notary Public, or
- A representative from the Office of the Deaf and Hard of Hearing.

Contractor must submit the "Identification Verification" form containing a copy of the driver's license, ID card, or passport, with the signature and agency name of the approving party. The "Identification Verification" form must be sent with a copy of the "Background Authorization" form and "Sign Language Interpreter Registration" form to ODHH.

DISQUALIFICATION

As contract administrator, ODHH reserves the right to disqualify individual/freelance interpreters from providing sign language interpreter services under this contract based on the following information:

- Background Check
- Certification Status
- RID Code of Professional Conduct violations
- RID Certification Maintenance Program
- DSHS Form – Sign Language Interpreter Registration form

POST-APPROVAL

Upon ODHH approval of registration, the interpreter's name will be added to the ODHH website (<http://odhh.dshs.wa.gov>). ODHH will post a list of available contracted interpreters on the DSHS Intranet (for departmental use) and Internet (for public use). This list will include relevant information from the DSHS Form – "Sign Language Interpreter Registration", using some or all data except Social Security Numbers. This list will be updated and maintained by ODHH, based upon the registration form completed by the interpreter.

HRSA will assign a Performing Provider Number (PPN) to all ODHH approved interpreters for interpreting Medicaid Appointments.

NEW CERTIFICATION DURING TERM OF CONTRACT

If a certified or non-certified interpreter achieves a new or higher RID or NIC certification after initial registration, the contractor must submit a new registration form to ODHH along with a copy of the new certificate. If the new certificate is not immediately available, the contractor may submit a letter of certification from RID declaring any changed certification level(s) to ODHH. ODHH must receive the registration renewal form and a copy of the new RID or NIC certificate, and approve the action to change the certification status of the interpreter, before the interpreter can begin working under their new certification status.

RID CERTIFICATION MAINTENANCE PROGRAM (CMP)

Interpreters must meet the RID CMP requirements and take continuing education units to meet the general / professional studies requirements within the CMP cycle. Any failure to meet the CMP requirements may be cause for removal from this contract or termination of this contract. Interpreters must report status of certification and continuing education requirements on an annual basis, using the DSHS "Sign Language Interpreter Registration" form.

INTERPRETING FOR MEDICAL APPOINTMENTS

DSHS will be offering a series of medical interpreter workshops in various cities throughout Washington. These workshops will be available for both certified and non-certified interpreters, though they are strongly recommended for non-certified interpreters. DSHS will be monitoring all contractors on their ability to appropriately match interpreters to medical settings based on:

- DSHS Guidelines – Matching Qualified Interpreters with Appointment Setting
- Contractor's bid response as it pertains to Contractor's process for matching clients and interpreters
- The interpreter's self-disclosed experience interpreting in various settings, according to the "Experience/Setting" section of the Sign Language Interpreter Registration form (DSHS 17-155)

- DSHS client feedback

ADHERING TO THE RID-NAD CODE OF PROFESSIONAL CONDUCT / DSHS LANGUAGE INTERPRETER AND TRANSLATOR CODE OF PROFESSIONAL CONDUCT

All interpreters (both freelance, subcontractors, and those employed by interpreter referral agencies) and contractors must adhere to the RID-NAD Code of Professional Conduct and the DSHS Language Interpreter and Translator Code of Professional Conduct. Any interpreter or contractor violating these codes may be prohibited from providing services under this contract. The interpreter may be removed from the list of registered interpreters. Violation may be cause for termination of this contract.

INTERPRETER ORIENTATION

Contractors must conduct a mandatory orientation for all interpreters representing their agency before providing services for DSHS clients/employees. The orientation must contain, but is not limited to, the following:

- DSHS and NAD-RID Codes of Professional Conduct;
- Accurate completion of the "Request for Sign Language Interpreter" form, the "Sign Language Interpreter Registration" form, the "Background Authorization" form, and the "Identification Verification" form;
- Other specific requirements covered under this contract.

When the contract is awarded, DSHS will distribute an orientation outline to each contractor. A confirmation of orientation to the above items must be signed and dated (in ink) by each interpreter after completion of the orientation. This must be included in each interpreter's personnel file.

UNSUPERVISED ACCESS TO CLIENTS

All interpreters, both freelance and those representing agencies, shall not have unsupervised access to clients who are deaf, deaf/blind, or hard of hearing when providing interpreter services. A DSHS/state employee or a contracted service/medical provider employee must be present in the room or nearby throughout the appointment. Unsupervised access includes the arrival time prior to and departure time after the appointment.

CONTRACTOR BEHAVIOR IN STATE FACILITIES AND ON STATE GROUNDS

Contractors, both interpreter referral agencies and individual/freelance interpreters, and subcontractors shall agree to and observe the following:

- No smoking in state buildings (RCW 70.160.030);
- No use of alcohol or illegal drugs in the performance of this contract or on state grounds or facilities (RCW 72.23.300, Chapter 69.50 RCW);
- No firearms or explosives in state buildings or on state grounds (RCW 9.41.300).

PHOTO IDENTIFICATION

All interpreters, when providing services under this contract, will be required to present picture identification (i.e. Drivers License, Interpreter Agency Picture I.D., etc.) upon request of client, DSHS staff, or contracted service/medical provider. Picture identification can be obtained from a number of authorized locations including, but not limited to, any State of Washington, Department of Licensing office, for a small fee.

AUTOMOBILE

When the interpreter is operating a motor vehicle under the laws of the state of Washington, the interpreter must have:

- a valid driver's license or permit;
- a valid, current registration for the vehicle they are driving;
- and minimum mandatory insurance as indicated on the Washington State Department of Licensing home page, under Drivers, under Mandatory Insurance (<http://www.dol.wa.gov/ds/insurance.htm#Operators>).

PROHIBITING UNDUE INFLUENCE

Contractors, unless otherwise authorized by requesters, are prohibited from applying undue influence on clients, DSHS/state employees, and contracted service/medical providers by:

- Determining the need for interpreter services or engaging in the solicitation of interpreter assignments for appointments;
- Arranging services for clients/employees in order to create business;
- Contacting the client/employee other than at the request of the contracted service/medical provider or employee;
- Providing transportation for the client to or from medical, social services, and any other appointments;
- Requiring a client/employee to obtain interpreter services exclusive of other interpreters or contractors holding valid contracts with the department;
- Billing for interpreter services provided to the interpreter's own family members; and
- Accepting any compensation from clients, employees, or others in addition to payment received from this contract.

CONTRACTOR AVAILABILITY

ACCESSIBLE DURING BUSINESS HOURS

The contractor must be accessible (via email, phone, cellular phone, and/or pager) at all times during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Standard Time or Pacific Daylight Time, whichever is in effect) throughout the term of the contract.

CONTRACTOR AVAILABILITY

Contractors must indicate their availability to provide interpreter services on the Contractor Bidder Form and are required to provide sign language interpreter services during the hours indicated below:

Days; 8 am – 5 pm; Monday – Friday	24/7; 24 hours / 7 days every week
Nights; 5 pm – 8 am; Monday – Friday	Emergencies – 1 hour notice/confirmation
Weekends; 12 am Sat – 8 am Monday	Holidays

24/7

Contractors who indicate twenty-four hours/seven days a week (24/7) availability on the contractor bidder form are required to provide sign language interpreter services during the Days, Nights, and Weekend hours as indicated. Contractors must provide accessible contact information for after business hours.

EMERGENCIES

Contractors who indicate emergency availability on the contractor bidder form are required to provide sign language interpreter services during the days, nights, and weekend hours as indicated. Requesters may request interpreter services on an emergency basis. Such requests may be last minute and contractors are required to confirm availability immediately and be prepared to provide such emergency interpreter services as requested including reasonable time to allow portal-to-portal travel. Contractors must provide accessible contact information for emergencies.

CONTRACTOR LOCATION

Sign language interpreter referral agencies must maintain an office and a representative in the State of Washington.

INTERPRETER REQUESTS / SCHEDULING INTERPRETERS

REQUESTS

Authorized requesters are strongly encouraged to make requests one to two weeks in advance or at the time an appointment is first scheduled. Requesters may request interpreter services with twenty-four hours notice

or less, but must understand that the likelihood of obtaining an appropriate interpreter decreases with less notice. Interpreter referral agencies, interpreters and clients are not authorized requesters.

APPOINTMENTS

The contractor shall coordinate all appointments with the specific governmental entity or contracted service/medical provider requesting interpreter service. The contractor shall understand and agree that the contractor shall be under the direction of specific personnel within the requesting governmental entity and/or contracted service/medical provider regarding the provision of interpreting services.

The contractor must accept and track all requests for sign language interpreter services for all scheduled appointments made by all authorized requesters and make diligent efforts to assign appropriate interpreter(s). If the contractor is scheduling interpreter(s) who must travel more than one hundred miles to the assignment, the contractor is required to obtain prior approval from the requester or Division of Healthcare Services (DHS) – Interpreter Services Section Program Manager (for Medicaid appointments) and must document the justification (see Payment Requirements: Portal-to-Portal Reimbursement).

SCHEDULING APPROPRIATE INTERPRETERS

The requester must consult with the customer on his/her communication needs and come to an agreement on his/her interpreter preferences. The expressed needs and preferences shall be indicated on the "Request for Sign Language Interpreter" form.

Authorized requesters requesting interpreter services through this contract reserve the right to determine if the interpreter(s) meet the needs of any appointment. This determination will be based on review of the following:

- number of the deaf, hard of hearing, deafblind client(s)/customer(s) and/or employee(s);
- expressed communication needs & preferences of the client(s), customer(s) and/or employee(s);
- length of the appointment;
- type/setting of appointment;
- certification level of interpreters; and
- any other factors.

The requester and contractor must make every reasonable effort to appropriately match the interpreter's certification, experience, preferences with the client's preferred communication needs, appointment setting and other information as indicated on the "Request for Sign Language Interpreter" form. The requester/contractor must not use family members and interpreters not approved by ODHH to provide interpreter services on this contract.

To request appropriate interpreters for appointments, the authorized requester and contractor shall use ODHH "Guidelines – Matching Qualified Interpreter with Appointment Setting" to match the interpreter's certification with the client's preferred communication needs and appointment setting.

The contractor must check the requested interpreter(s) availability, as indicated on the "Request for Sign Language Interpreter Form." If the specific interpreter(s) requested is unavailable, the contractor must document that interpreter's unavailability or communications with that interpreter(s). There should be sufficient written documentation including date and time to respond to requesters as to why the contractor could not assign the specific interpreter requested. Documentation may be in a database or a communication log or any other manner.

The requester reserves the right to reject any or all of the interpreters selected by the contractor as unacceptable.

SCHEDULING MULTIPLE INTERPRETERS

Under normal circumstances and based on availability of qualified interpreters, two interpreters will be requested for appointments scheduled to last longer than 1 ½ hours.

Circumstances requiring multiple (two or more) interpreters regardless the length of the appointment may include:

- The needs of a deaf/blind client/employee using tactile or close-up sign language;
- To make communication easier and more understandable, DSHS should strongly consider the use of an interpreter who is deaf; and/or
- Two or more clients/employees joining different breakout sessions at meetings, trainings or conferences.

CONFIRMATION OF INTERPRETER AVAILABILITY

Contractors will confirm interpreter availability for an appointment within forty-eight hours after receiving the request for interpreter services from an authorized requester. Contractors will confirm interpreter availability for an emergency appointment within one hour.

NO SHOWS

The contractor must track and distinguish client, DSHS/state employee, contracted service/medical provider, and interpreter no shows separately.

The interpreter must stay on the premises for client, DSHS/state employee, or contracted service/medical provider no shows (unless state employees or medical providers dismiss the interpreter) for the following amounts of time:

- For appointments scheduled one hour or less, the interpreter is required to stay for twenty minutes before declaring a "no show" and leaving the premises.
- For appointments scheduled between one and four hours, the interpreter(s) is required to stay for forty minutes before declaring a "no show" and leaving the premises.
- For appointments scheduled more than four hours, the interpreter(s) is required to stay for sixty minutes before declaring a "no show" and leaving the premises.

For client, DSHS/employee, or contracted service/medical provider no shows, the completed "Request for Sign Language Interpreter" form must be signed by the interpreter and the DSHS/state employee or contracted service/medical provider to receive reimbursement.

CANCELLATIONS

The contractor must track and distinguish client, DSHS/state employee, contracted service/medical provider, and interpreter cancellations separately. Additionally, the contractor must track and distinguish cancellations made with more than forty-eight hours notice versus cancellations made with less than forty-eight hours notice.

Authorized requesters reserve the right to cancel interpreter appointments with more than 2-business days/48 hours notice of the scheduled appointment time without penalty or charge. (For example, cancellation by Thursday 3 p.m. for appointment on Monday 3 p.m.)

If the scheduled interpreter is not able to make it to a confirmed appointment, it is the responsibility of the contractor and/or interpreter to make arrangements for another interpreter to attend the appointment.

If the authorized requester, client, or DSHS/state employee is canceling the appointment, the contractor must include the appropriate cancellation information on the "Sign Language Interpreter Request" form. The form must then be signed by the contractor to verify the cancellation.

The interpreter is not required to sign the completed "Request for Sign Language Interpreter" form for appointment cancellations.

INVOICING/BILLING REQUIREMENTS

The contractor shall submit an original invoice, an original completed and signed "Request for Sign Language Interpreter" form for each appointment to the requester's billing address. The Contractor may not bill state agencies for services provided pursuant to this contract from unauthorized purchasers. Each invoice shall be submitted for payment no later than ninety days from date of service provided. All billing documents shall be maintained in an accurate, legible, and complete manner.

Each invoice shall be in accordance to the stipulations outlined in the Payment Requirements section of this document and will:

- Reference the contract number
- Possess a unique invoice number
- List the organizational acronym (as shown in the Reporting Requirements, Monthly Data Reports section) for each appointment billed
- Indicate the time required for the appointment from the scheduled start time of the appointment or when interpreter shows up after scheduled start time, whichever is later, up to the scheduled or actual end time, whichever is later, at the bid hourly rate at the interpreter's certification level. This includes:
 - The base rate for providing sign language interpreter services lasting sixty minutes or less;
 - The base rate plus thirty minute increments, rounding up, for providing sign language interpreter services lasting longer than sixty minutes; and

For all appointments being billed on an invoice, all reimbursable services and expenditures (i.e. interpreter services and portal-to-portal) for the invoiced appointments must be submitted with the required documentation at the same time.

MEDICAID BILLING

When the DSHS client is an eligible Medicaid client receiving Sign Language interpreting services at a covered medical appointment through an enrolled medical provider, the contractor shall bill HRSA directly. The Contractor shall bill electronically using required applications available such as WAMedWeb.

The Contractor is required to provide backup documentation with its billing for the following situations:

- A request for Mileage Reimbursement must include a MapQuest printout (or equivalent documentation) documenting mileage traveled,
- For Appointments lasting longer than two hours, the Contractor must supply written documentation outlining a breakdown of how the interpreter's time was spent during the appointment.

Back up documentation must be mailed to:

DSHS/HRSA
Office of Transportation & Interpreter Services
P.O. Box 45532
Olympia, Washington 98504-5532

For Medicaid clients, HRSA does not pay for interpreter services for the following medical facilities/situations:

- Inpatient hospital services (e.g. labor and delivery)
- Nursing facility services (covered by Aging and Adult Services)
- Services provided by any other facility, agency, or provider that is required by federal or state law, regulation, or rules to provide those services (e.g. public health agencies, public hospitals and local health jurisdictions)
- Community mental health centers, mental health clinics or mental health institution services (covered by Regional Support Network)
- Alcohol or other drug-related treatment centers/programs
- Emergency medical appointments for Medicaid clients (one hour notice or less)

It is the responsibility of the hospital/public health facility to pay for the medical services listed above.

GENERAL PAYMENT REQUIREMENTS

PAYMENT TIME FRAME (NET THIRTY DAYS)

DSHS or an authorized requester will make payment for authorized services provided under this contract within thirty days of receipt of a complete and accurate invoice. The contractor shall attach all appropriate

billing backup documentation to the invoice (i.e. original signed "Request for Sign Language Interpreter" forms and, if required, documentation verifying the accuracy of claims for mileage).

ADJUSTMENTS

Incomplete and/or inaccurate invoices will be returned to the contractor for correction. The payment within thirty days requirement will not be in affect until DSHS or the authorized requester receives a corrected invoice. All adjustments to billed interpreter service amounts must be completed within ninety calendar days of the original date of billing by the contractor; or as extended by the requester.

PAYMENT DISPUTE RESOLUTION

Disputes related to payments made by DSHS or an authorized requester for services provided under this contract shall be resolved at the local level (i.e. between the authorized requester and the contractor) with the exception of medical providers. Disputes regarding services provided to medical providers must be resolved with the Health and Recovery Services Administration (HRSA), Division of Healthcare Services (DHS) – Interpreter Services Section. If a resolution cannot be achieved at the local level, the dispute shall be forwarded by the requester and/or contractor to the requester's designated DSHS representative, pursuant to procedures established by DSHS. Contractor and DSHS shall be responsible for exercising due diligence in identifying procedures related to the local level handling and forwarded appeals of payment disputes. Action pursuant to this clause by either party shall not be construed as a waiver of any legal avenue of recourse available through this contract.

OVERPAYMENT

Issues related to DSHS or requester overpayment to the contractor shall be in accordance with the Terms & Conditions of the DSHS Purchased Services contract.

DISALLOWED PAYMENTS

No payment will be allowed under the following circumstances:

- o The interpreter is an employee of the requester
- o The interpreter is a family member of the client/employee
- o The interpreter is compensated for interpreting services by any other means
- o The place of business has paid staff providing interpreter services for their employees. (This does not apply to contractors providing sign language interpreter services.)

REIMBURSEMENT

CONTRACTOR SERVICE FEE

Contractors will be paid a contractor service fee per interpreter per appointment in the amount for which they bid. This amount will be paid to the contractor to cover administrative time.

BASE RATE

Payment for the first hour of all appointments will be calculated at 1.5 times the interpreter's hourly rate bid for by the contractor. Additional hours of interpreting service will be calculated at the regular hourly rate. (For example, if an interpreter or contractor bids \$50 per hour, payment for the first hour will be \$75 and payment for any subsequent hours will be at \$50 per hour.) All purchasers will be required to pay the base rate for all appointments, including those lasting less than one hour.

HOURLY RATE

Contractors will pay all interpreters the entire hourly rate for which they bid. Contractors shall not deduct any portion of the contractor service fee from the interpreters' hourly rate.

The Medicaid billing system pays for services in 15-minute units. (E.g. 1 unit = 15 minutes). Appointments lasting less than one hour will be billed as six 15-minute units. Appointments lasting longer than one hour will be billed in 30-minute increments, rounding up, using 15-minute units. The following table provides examples of how Medicaid appointments would be billed in comparison to non-Medicaid appointments.

For appointments lasting:	DSHS (Non-Medicaid) would be billed for:	Medicaid appointments would be billed for:
25 minutes	Base Rate (1.5 times the Hourly Rate)	6 Units of Service
1 hour and 5 minutes	Base Rate for the first hour (1.5 times the Hourly Rate) plus 30 minutes	8 Units of Service
2 hours and 35 minutes	Base Rate for the first hour (1.5 times the Hourly Rate) plus 2 hours	14 Units of Service

EMERGENCY APPOINTMENTS

For emergency appointments, a \$5 additional charge per hour will be added to the interpreter's hourly rate.

NO-SHOWS

The contractor will be paid in full for the time scheduled for no-shows unless the interpreter is a no-show.

CANCELLATION

If cancellation of an appointment occurs with less than 2-business days/48 hours notice, the contractor will be paid in full for the time scheduled. If the cancellation occurs with 2-business days/48 hours or more notice, the contractor will not receive payment.

If the interpreter cancelled and a replacement interpreter has not been provided, the contractor will not receive payment.

For short term appointments, which are cancelled with less than 2-business days/48 hours notice, the contractor will be paid in full for the time scheduled.

For long term appointments, which are cancelled with less than 2-business days/48 hours notice, the contractor and the requester may negotiate on a case-by-case basis the reimbursement amount.

For recurring Medicaid appointments, the contractor must contact HRSA for pre-approval.

Contractor shall document the appropriate cancellation information on the "Request for Sign Language Interpreter" form for all cancellations.

PORTAL-TO-PORTAL REIMBURSEMENT

DSHS does not pay for travel time.

The mileage rate will be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy & Guidelines rate. DSHS will first notify contractors of any change in the OFM rate before it becomes effective.

Mileage will be reimbursed on a "from address of origin" (address where the interpreter came from) to "address of appointment" basis. Mileage from the "address of appointment" to "address of destination" (address where the interpreter will go after the appointment) will be paid if the interpreter is traveling from the appointment to the interpreter's home or place of business. If the interpreter is traveling to subsequent appointments, the mileage to those appointments and the return trip to the interpreter's home or place of business must be paid by the subsequent requesters.

Mileage related to appointments that result in no shows is billable. Mileage related to appointments that have been cancelled is not billable unless the interpreter has already arrived to the appointment. If this is the case, a state or provider employee must sign the Sign Language Interpreter Request form. Mileage related to appointments that result in an interpreter no show or interpreter cancellation is not billable.

REPORTING REQUIREMENTS

The Contractor shall maintain back-up copies of the records in an appropriate fire/theft/disaster-protected location.

LIST OF INTERPRETERS

Interpreter referral agencies are required to submit a complete roster of their interpreters, including certification level, to ODHH on a quarterly basis.

INTERPRETER SERVICES USAGE

Data for each purchaser listed below, per the DSHS inter-agency/inter-local agreements, Department of General Administration Washington State Purchasing Cooperative (WSPC), will be distinguished between the following types of requesters:

- State of Washington departments or state agencies
- Other Governmental Entities
- Contracted Service Providers

MONTHLY DATA REPORTS

The contractor shall submit monthly data reports to ODHH by the last day of the month following the month of service being reported (for example, July's report is due August 31). The contractor will be required to utilize a standardized report template in Microsoft Excel format when reporting monthly data to ODHH. Data for each State of Washington department or state agency that requested and/or received services during the period being reported shall be separated. An electronic version of the report template and a list of each State of Washington state agency will be provided to contractors at the time of award.

Within the DSHS report, data for each DSHS administration and division listed below that requested and/or received services during the period being reported shall be separated as follows:

Aging and Disability Services Administration (ADSA)
Division of Developmental Disabilities (DDD)
Home & Community Services (HCS)
Residential Care Services (RCS)

Children's Administration (CA)
Division of Children and Family Services (DCFS)
Division of Licensed Resources (DLR)

Economic Services Administration (ESA)
Community Services Division (CSD)
Division of Child Support (DCS)

Division of Child Care and Early Learning (DCCEL)

Deputy Secretary
Division of Vocational Rehabilitation (DVR)
Special Commitment Center (SCC)
Office of Deaf and Hard of Hearing (ODHH)

Juvenile Rehabilitation Administration (JRA)

Health and Recovery Services Administration (HRSA)
Division of Healthcare Services (DHS) - Interpreter Services Section
Division of Disability Determination Services (DDDS)
Division of Alcohol and Substance Abuse (DASA)
Mental Health Division (MHD)

DATA ELEMENTS

The monthly report will include a minimum of the following data elements (ODHH reserves the right to change the reporting requirements of the data elements):

- Name of the contractor
- Report period (month and year)
- DSHS Administration/Division/Agency requesting interpreter services

Appointment Information

- Total number of appointments with completed service
- Total number of requests unable to fill with an interpreter
- Total number of no shows for:
 - Clients
 - Requester/Employee
 - Interpreter
- Total number of cancellations for:
 - Clients
 - Requester/Employee
 - Interpreter
- Total hours and cost billed for interpreter services (including no shows/cancellations)
- Total hours and cost billed for interpreter services at deafblind rates
- Total number and cost of miles billed
- Total amount of other fees billed